

**AGREEMENT FOR SERVICES #5863
AMENDMENT I**

Drug Medi-Cal Organized Delivery System Services (DMC-ODS) Services

This First Amendment to that Agreement for Services #5863, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Bi-Valley Medical Clinic, Inc., a California Corporation, dba BAART Programs Carmichael, duly qualified to conduct business in the State of California, whose principal place of business is 1720 Lakepointe Drive, Suite 117, Lewisville, Texas 75057, and whose local place of business is 6127 Fair Oaks Boulevard, Carmichael, California 95608; (hereinafter referred to as "Provider");

RECITALS

WHEREAS, Provider has been engaged by County to provide Drug Medi-Cal Organized Delivery System Services (DMC-ODS), in accordance with Agreement for Services #5863, dated January 4, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, Provider has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of Expiration Date for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Conflict of Interest language, amending **ARTICLE XXV, Conflict of Interest**, and adding **Exhibit 16**, marked "California Levine Act Statement" incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXXIX Executive Order N-6-22 – Russia Sanctions**;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Agreement #5863;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Provider mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

1) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective upon final execution by both parties hereto and shall expire June 30, 2024.

2) **ARTICLE XXV, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Provider and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Provider covenants that during the term of this Agreement neither it, or any officer or employee of the Provider, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Provider becomes aware of a conflict of interest related to this Agreement, Provider shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled “Default, Termination and Cancellation.”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Provider shall complete and sign the attached Exhibit 16, marked “California Levine Act Statement,”

incorporated herein and made by reference a part hereof, regarding campaign contributions by Provider, if any, to any officer of County.

- 3) **ARTICLE XXXIX, Executive Order N-6-22 – Russia Sanctions** is hereby added to read as follows:

ARTICLE XXXIX

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Provider is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Provider advance written notice of such termination, allowing Provider at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

- 4) **ARTICLE XL, Electronic Signatures**, is hereby added to read as follows:

ARTICLE XL

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of that Agreement #5863 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Salina Drennan
Alcohol and Drug Programs Division Manager
Health and Human Services Agency

Requesting Department Head Concurrence:

By: _____ Dated: _____
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5863 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Wendy Thomas, Chair
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- BAART PROGRAMS CARMICHAEL --

By: _____ Dated: _____
Jason Kletter
Chief Executive Officer
"Provider"

By: _____ Dated: _____
Gilbert D'Andria Chief
Financial Officer

Bi-Valley Medical Clinic, Inc. dba BAART Programs Carmichael

Exhibit 16

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

BAART Programs Carmichael

Type or write name of company

Type or write name of authorized individual